

OIL INDIA LIMITED
(A Govt. of India Enterprise)
4, India Exchange Place,
Kolkata – 700 001.

OIL INDIA LIMITED invites indigenous competitive bid through its e-procurement portal – <https://etender.srm.oilindia.in/sap/bc/gui/sap/its/bbpstart/>! for the following E- Tenders :-

Srl No.	E-Tender No.	Bid Closing Date	Materials Description
1	SKI 1807P14	07.01.2014	Supply, Installation & commissioning of Electrical Panel.
2	SKI 1808P14	07.01.2014	Supply, Installation & commissioning of Inergen Gaseous Fire Extinguishing System.

2.0 Application showing full address /e-mail address with tender fee(Non refundable) Of **₹ 1000.00** per tender (excepting for PSU and SSI units registered with NSIC) by Demand Draft in favour of M/s. Oil India Limited payable at Kolkata and to be sent to **Head (Calcutta Branch), Oil India Limited, 4,India Exchange Place, Kolkata - 700001** only. Application shall be accepted only upto one week prior to Bid Closing Date. The envelope containing the application for participation should clearly indicate **“ REQUEST FOR ISSUE OF USER ID AND PASSWORD FOR E-TENDER NO.”** for easy identification and timely issue of authorization. On receipt of requisite tender fee, USER ID and initial PASSWORD will be communicated to the bidder (through e-mail) and will be allowed to participate in the tender through OIL’s e-procurement portal. No physical tender documents will be provided. **Details of NIT can be viewed using “ Guest Login ” provided in the e-Procurement portal. The link to e-Procurement portal has also been provided through OIL’s web site www.oil-india.com.**



OIL INDIA LIMITED
(A Government of India Enterprises)
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FORWARDING LETTER

Tender No & Date : **SKI1808P14** **DATE: 20.11.2013**

Tender Fee : **Rs 1,000.00**

Bid Security Amount : **Rs 30,000.00**

Bidding Type : **Single Stage Composite Bid**

Bid Closing on : As mentioned in the Basic Data of e-portal

Bid Opening on : As mentioned in the Basic Data of e-portal

Performance Guarantee : Applicable

Integrity Pact : Not Applicable

Delivery Required : **At DULIAJAN, ASSAM**

OIL invites Bids for **INERGEN GASEOUS FIRE EXTINGUISHING SYSTEM, Installation & Commissioning as per Annexure II** through its E-Procurement site. The bidding documents and other terms and conditions are available at Booklet No. MM/CALCUTTA/E-01/2010. The prescribed Bid Forms for submission of bids are available in the Technical RFx -> External Area -> Tender Documents.

The general details of tender can be viewed by opening the RFx [Tender] under RFx and Auctions. The details of items tendered can be found in the Item Data and details uploaded under Technical RFx.

The tender is invited with firm price for the specified quantity. Further details of tender are given below:-

1. Details of Items with Quantity and Unit of measure are as under:

SLNO & MATERIAL CODE NO.	MATERIAL DESCRIPTION.	QUANTITY	UNIT
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10 ----- 0C000196	INERGEN GASEOUS FIRE EXTINGUISHING SYSTEM	01	NO.
20	Installation & Commissioning	01	AU

The tender will be governed by:

- a) “General Terms & Conditions” for e-Procurement as per Booklet NO. MM/CALCUTTA/E-01/2010 for E-procurement (LCB Tenders).
- b) Technical specifications with BEC/BRC and Qty. as per **ANNEXURE II** .
- c) The prescribed Bid Forms for submission of bids are available in the Technical RFx -> External Area -> Tender Documents.
- d) In the event of receipt of only a single offer against the tender within B.C. date, OIL reserves the right to extend the B.C. date as deemed fit by the Company. During the extended period, the bidders who have already submitted the bids on or before the original B.C. date, shall not be permitted to revise their quotation.
- e) Any sum of money due and payable to the contractor (including Security Deposit refundable to them) under this or any other contract may be appropriated by Oil India Limited and set-off against any claim of Oil India Limited (or such other person or persons contracting through Oil India Limited) for payment of sum of money arising out of this contract or under any other contract made by the contractor with Oil India Limited (or such other person or persons contracting through Oil India Limited).
- f) Bidder are advised to fill up the Technical bid **CHECK LIST** and **RESPONSE SHEET** given in MS excel format in Technical RFx -> External Area -> Tender Documents. The above filled up document to be uploaded in the **Technical RFX** Response.

Special Note:

- 1.0 General Qualification Criteria:
In addition to the general BRC/BEC, following criteria on Bidders' Experience and their financial capabilities shall be considered (documentary evidence to be provided along with the bid in Technical RFx -> External Area -> Tender Documents as on the Bid Closing Date:
 - a) Bidder should have experience of successfully executing order of **Rs 10.0 Lakhs** during last 3 years as on the Bid Closing Date.

b) Annual financial turnover of the firm in any of the last 3 financial years or current financial year should not be less than **Rs 30.00 Lakhs.**

- 2.0 Application showing full address / e-mail address with Tender fee (non-refundable) of ₹ 1000.00 per tender (excepting PSU and SSI units registered with NSIC) by Demand Draft in favour of M/s. Oil India Limited payable at Kolkata and to be sent to Head-Calcutta Branch, Oil India Limited, 4, India Exchange Place, Kolkata – 700 001. Application shall be accepted only upto one week prior to Bid Closing date. The envelope containing the application for participation should clearly indicate “REQUEST FOR ISSUE OF USER ID AND PASSWORD FOR E TENDER NO SKI1808P14 for easy identification and timely issue of authorisation. On receipt of requisite tender fee and subject to fulfilment of eligibility criteria, USER_ID and initial PASSWORD will be communicated to the bidder (through-e-mail) and will be allowed to participate in the tender through OIL’s e-Procurement portal. No physical tender documents will be provided. USER_ID AND INITIAL PASSWORD WILL BE ISSUED TILL ONE WEEK PRIOR TO THE BID CLOSING DATE.
- 3.0 Please note that all tender forms and supporting documents are to be submitted through OIL’s e-Procurement site only except following documents which are to be submitted manually in sealed envelope super scribed with Tender no. and Due date to **Head-Calcutta Branch, Oil India Limited, 4, India Exchange Place, Kolkata – 700 001** only on or before the Bid Closing Date and Time mentioned in the Tender.
- a) Original Bid Security
 - b) Detailed Catalogue (if any)
 - c) Any other document required to be submitted in original as per tender requirement
- All documents submitted in physical form should be signed on all pages by the authorised signatory of the bidder and to be submitted in triplicate
- 4.0 Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the NIT or submission of offers not substantially responsive to the bid in every respect will be at the bidders risk and may result in rejection of its offer without seeking any clarifications.
- 5.0 All the Bids must be Digitally Signed using “Class 3” digital certificate (e-commerce application) with organisation name as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.
- 6.0 Bidders must ensure that their bid is uploaded in the system before the tender closing date and time. Also, they must ensure that above documents which are to be submitted in a sealed envelope are also submitted at the above mentioned address before the bid closing date and time failing which the offer shall be rejected.

- 7.0 Bid must be submitted electronically only through OIL's e-procurement portal. Bid submitted in any other form will be rejected.
- 8.0 The tender shall be governed by the Bid Rejection & Bid Evaluation Criteria given in enclosed Annexure-II. However, if any of the Clauses of the Bid Rejection Criteria / Bid Evaluation Criteria contradict the Clauses of the tender and / or "General Terms & Conditions" as per Booklet No. MM/CALCUTTA/E-01/2010 for E procurement (LCB Tenders) to General Terms and Conditions for Indigenous E-Tender elsewhere, those in the BEC / BRC shall prevail.
- 9.0 To ascertain the substantial responsiveness of the bid OIL reserves the right to ask the bidder for clarification in respect of clauses covered under BRC also and such clarifications fulfilling the BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be summarily rejected.
10. Please do refer the User Manual provided on the portal on the procedure How to create Response for submitting offer.

Yours Faithfully
Sd-
Prayas Chakravorty
Sr. Purchase Officer
For Chief Manager- Materials
For Head-Calcutta Branch



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ANNEXURE-II

Tender No& Date : SKI1808P14 DATED 20.11.2013

OIL INDIA LIMITED invites Indigenous tenders for items detailed below:

TECHNICAL SPECIFICATIONS WITH QUANTITY

SLNO & MATERIAL CODE NO.	MATERIAL DESCRIPTION.	QUANTITY	UNIT
10 ----- 0C000196	INERGEN GASEOUS FIRE EXTINGUISHING SYSTEM	01	NO.
20	Installation & Commissioning	01	AU

Details Specification for Item 10:-

Tender Specifications:

INERGEN System for LPG Recovery Plant Control Room: Single Hazard

1.0 General requirements:

The preliminary data available is as under:

Room Size:

Length: 9M
Breath: 9M
Height: 2.5M

Service: Control Room of LPG Recovery Plant.

Items inside the Control Room: PLC, DCS, SERVERS, OPERATOR STATION & PRINTERS.

The plant is basically a natural gas based LPG Recovery process plant. The main product is LPG and as a by product natural gasoline (Condensate) is produced. The plant is also equipped with LPG and Condensate storage and dispatch facilities. All the entire operations of the plant are monitored from the control room only.

The control room is having PLCs, Distributed Control System, Marshaling Cabinet, Operator Station, Printers. Above this, minimum two persons present on shift basis for 24 x 7 in the Control Room.

In case of any abnormal condition like fire hazard in control, it may leads to serious damage to entire plant, equipments and human being.

So, the INERGEN system at control room needs for achieving the electrically non conductive and non-corrosive, environmental friendly gaseous fire extinguishing system and to minimize the adverse affect on human beings.

2.0 Desired Features of the System:

- a) The system shall be an INERGEN total flooding ,gaseous, clean agent/fire suppression system designed to provide a uniform concentration of INERGEN for the specified area.
- b) The INERGEN system shall be automatically actuated by detection circuits. Smoke detectors shall be used with control unit. The detectors shall be alternated throughout the protected area with the system requiring two detectors in alarm prior to automatic agent release.
- c) The INERGEN system should extinguish the fire by total flooding of gaseous agent/suppression system.
- d) The INERGEN system should be design and installed in such a way that it should be suitable with the existing system in the control room.

3.0 Requirements:

- a) Bidders must submit all engineering design and materials for complete fire detection including INERGEN storage cylinders, nozzles, control panel, detectors, wiring, alarm and all other equipment necessary for a complete operational system.
- b) Sequence of operation, Electrical schematics and connection diagrams shall be provided to completely describe the operation of the INERGEN system controls.
- c) The name of the manufacturer and serial numbers shall appear on all major components.

4.0 System Operation:

A) Activation of single detector in detection zone shall cause a first-stage alarm and consequently operate for building alarm annunciation. At the same time it should be indicated in the activated detector and control panel.

B) Activation of second detector shall cause a second stage (pre-discharge) alarm to operate and initiate a programmable time delay (INERGEN agent release).

c) On completion of the time delay the INERGEN system shall cause a discharge alarm to be activated, Horn/strobe and Horn shall sound a steady tone. Consequently, it will energize actuator for INERGEN cylinders releasing gaseous agent into the protected area.

D) Double action manual releasing stations shall be provided at the exit of the protected area and shall, when activated, immediately release the INERGEN agent and cause audible/visual alarms to activate.

5.0 System Specifications

A) Control System: All control system shall be UL listed and/or FM approved and shall be capable of the minimum following features.

- 1) Ground fault indication
- 2) Supervised alarm circuits
- 3) Supervised detection circuit
- 4) Supervised release circuit
- 5) Supervised manual pull circuit
- 6) Supervised primary power circuit
- 7) Battery standby
- 8) Front panel indicating lamps(LEDs)
- 9) Key lock steel enclose
- 10) Programmable time delay
- 11) Programmable detection logic
- 12) Microprocessor based logic
- 13) History buffer

B) Control Panel shall communicate with and control the following types of equipments used to make up the system.

- 1) Smoke detectors
- 2) Output circuits shall be protected against false activation by using a 2-step electronic activation circuit.
- 3) Battery/earth fault supervision shall be provided.
- 4) Adjustable delay timer shall be available.
- 5) Manual release stations
- 6) Alarm notification appliances including alarm acknowledge facilities.
- 7) Releasing components
- 8) System reset facilities
- 9) Other system controlled devices.

C) System display shall minimum indicates the status of the following system parameters: AC Power, System Alarm, System Release, System trouble.

D) Power Supply: The power supply shall be integral to the control panel and provide all control panels and peripheral device power needs. Positive-temperature-coefficient thermistors, circuit breakers, fuses, or other over-current protection shall be provided on all power outputs.

Please note that OIL will provide 110 V, 50Hz power supply and the system should be design to operate in above mentioned voltage.

E) Mechanical Design: The control panel shall be housed in a cabinet designed for mounting directly to a wall or vertical surface. The door shall provide a key lock and include a glass or other transparent opening for viewing of all indicators.

F) Batteries: Batteries should have sufficient capacity to power the fire alarm system for not less than 8 hours in standby plus 10 minutes of alarm upon a normal AC power failure. The batteries are to be completely maintenance free. No liquid is required. Fluid level checks, refilling, spills and leakage shall not be accepted.

G) Manual Pull Stations: Manual pull station, when operated, causes an immediate release of the INERGEN suppression agent. Manual station shall be metal with clearly visible operating instructions provided on the cover. Operation shall require two actions.

H) Smoke Detectors: Smoke detectors should be UL listed and/or FM approved. Each detector shall include a visual status indicator, provide remote LED output, and include a built-in test capability. The detector cover and screen shall be easily removable for field cleaning.

I) Sounder:

- a) The sounder should be approved for use with the listed control system.
- b) The device shall be UL listed and/or FM approved.

J) System Arrangement: INERGEN fire system shall be of the engineered, permanently piped, fixed nozzle type with all pertinent components .All agent storage cylinders shall be centrally located as vertical, free-standing cylinders with wall and/or floor mounted retaining brackets. A common manifold shall be employed for the cylinders for common discharge. Manifoldded cylinders shall employ a flexible discharge hose to facilitate installation and system maintenance. Each cylinder on a manifold shall also include an agent check valve installed to the manifold inlet.

K) Pipe Material:

- a) System piping shall be of non-combustible materials having physical and chemical characteristics such that its integrity under stress can be predicted with reliability.
- b) As a minimum, piping materials shall be black steel pipe conforming to ASTM A-53A ERW or ASTM A-106 Gr.B seamless
- c) Piping joints shall be suitable for the design conditions and shall be selected with consideration of joint tightness and mechanical strength

- d) As a minimum, fittings beyond the orifice union/nipple shall be black, 300 lb class fittings conforming to ANSI B-16.3. Ordinary cast iron fittings shall not be used.
- e) The system manifold up to the orifice union nipple must be constructed of Schedule 80 piping and 2000 lb or 3000 lb forged steel fittings. Distribution piping downstream of the orifice union must be a minimum of Schedule 40 with 300 lb fittings.
- f) All piping shall comply with NFPA 2001 standards.
- g) Multi-outlet fittings other than tees shall not be permitted

L) INERGEN Storage Cylinders:

- a) Cylinder assemblies shall be of steel construction with a standard RED epoxy paint finish. Each cylinder shall be equipped with a pressure seat-type valve and gauge. Each valve shall be constructed of forged brass and shall attach to the cylinder providing a leak tight seal. Each valve shall also include a safety pressure relief device.
- b) Filling of the cylinder assembly shall be an authorized INERGEN systems distributor in conjunction with a factory authorized INERGEN agent filling station. Initial filling and recharge shall be performed in accordance with the manufacturer's established procedures and shall not require replacement components for normal service. Initially all cylinders shall be filled.

M) Cylinder Bracket:

Each cylinder assembly shall be furnished with a bracket made from welded steel. The bracket shall hold the cylinders in a saddle with a front bracket piece that secures the cylinders. The brackets shall be modular in design to allow added bracketing or stacking of cylinders depending on installation requirements. Cylinder brackets shall be UL listed and/or FM approved for use with the INERGEN system.

N) Valve Actuators:

- a) Electric valve actuators shall be of brass construction and stackable design with swivel connections to allow removal of actuators for maintenance or testing.
- b) Operation of actuators shall not require replacement of components. No ELECTRO-EXPLOSIVE DEVICES may be used to actuate the valve assembly
- c) Actuation devices shall be UL listed and/or FM approved for use with the INERGEN fire suppression system.

O) Discharge Hose:

All cylinder assemblies shall include a flexible discharge hose and check valve for connection to the manifold inlet. All hose/check valves shall be UL listed and/or FM approved.

P) Discharge Nozzles:

- a) Discharge nozzles shall be of two-piece construction and sized to provide flow rates in accordance with system design flow calculations.
- b) Nozzles shall be permanently marked with the manufacturer's part number. The nozzles shall be threaded directly to the discharge piping without the use of special adapters.
- c) Nozzles shall be UL listed.

Q) Orifice Unions/Nipple Assemblies:

- a) An orifice union/nipple shall be included in the manifold to reduce pressure in the downstream pipe network.
- b) Orifice union/nipple assemblies shall be rated at 2000 lb Class minimum.
- c) Orifice union/nipple assemblies shall be permanently marked with the manufacturer's orifice code. The union orifice/nipple shall be threaded directly to the manifold piping without the use of special adapters.
- d) Union orifice/nipple assemblies shall be UL Listed and/or FM Approved for use with the INERGEN fire suppression system.

6.0 TECHNICAL SPECIFICATIONS:

(A) INERGEN constitution

The INERGEN system shall comply with NFPA 2001 and have purity as following:

- o N₂ 52 ± 5 %
 - o Ar 40 ± 5 %
 - o CO₂ 8 ± 5 %
 - o Water content max 0.005 % by weight
- The gas is stored at 200 bar at 15 Deg C

(B)Storage Cylinders:

The INERGEN shall be stored in rechargeable cylinders, constructed, tested and marked in accordance with Directive 84/525/CEE and DOT 3AA and has inspection certificates from TUV-D or any other equivalent Inspection Organization. Bidder's having PESO approval of the offered system for use in India will be given preference over other bidder's during evaluation.

INERGEN System shall be designed for 200 Bar

Test Pressure: 300 Bar

Storage Pressure: 200 Bar

Cylinders should be UL approved.

Each Cylinder shall be provided with a valve for the automatic operation which can be activated electrically, pneumatically or manually. It is delivered also with a pressure measuring and analyzing nozzle and a safety bursting disc which will operate in case of over pressurization.

Working Pressure: 200 bar/15oC

Overpressure release: 270 bar

Min control pressure: 100 bar

Max working pressure: 240 bar

Body Material: Brass or Steel

(C)Pressure gauge:

Every cylinder is provided with a pressure gauge (range from 0 to 300 bar) which is connected at the special testing nozzle of the cylinder's quick release valve.

The gauge connection and disconnection should not cause any INERGEN leakage.

(D)High pressure connection hose:

All cylinders are connected to manifold using a flexible hose with the following specifications:

Nominal diameter: 10 mm

Max operating pressure: 240 bar

Test pressure: 480 bar

Material: Thermoplastics Galvanized Steel or equivalent.

(E)Manifold with non return valves

Cylinders shall be connected with flexible hoses within a common manifold via non return valves. The manifold shall be provided with non return valves.

Maximum operating pressure: 240 bar

Test pressure: 320 bar

Material:

(I)Manifold: Galvanized Steel

(II)Non return valves: Brass or equivalent material

(F)Pressure reducing unit

The pressure reduction device shall use to reduce the INERGEN storage pressure from 200 bar to 60 bar or lower in the distribution piping.

(G)Discharge Nozzle

Application :Total flooding

Material :Bronze or Brass or equivalent material

(H)Piping

All the pipe - network shall conform to the following requirements :

From the Cylinders up to the pressure reduction device

Max working pressure : 240 bar

Test pressure : 320 bar

From the pressure reduction device up to nozzles

Max working pressure : 60 bar

Test pressure : 80 bar

All fittings shall conform to the following requirements :

From the Cylinders up to the pressure reduction device

Max working pressure : 240 bar

Test pressure : 320 bar

Standarization : ANSI B 16.11

Material : A105/AstM (C21)

From the pressure reduction device up to nozzles

Max working pressure : 60 bar

Test pressure : 80 bar

(I)Electrical actuator

Protection Standard :IP 65

Materials: :Body - Brass or equivalent material

7.0 Tentative Bill of Materials:

PARTS DESCRIPTION QTY (Nos.)

572 CU FT CYLINDERS WITH VALVE (200 BAR) - 16 NOS.
DISCHARGE HOSE- 16 NOS.
BOOSTER ACTUATOR- 2 NOS.
HF ELECTRIC ACTUATOR- 2 NOS.
LEVER ACTUATOR-2 NOS.
HEADER VENT PLUG 1 ¼" (SCH 80) - 2 NOS.
16" ACTUATION HOSE-2 NOS.
PNEUMATIC SWITCH DPST -1 NO.
NAMEPLATE-"MAIN"- 2 NOS.
NAMEPLATE-"RESERVE"- 2 NOS.
WARNING PALTE-INSIDE W/ALARM-4 NOS.
INERGEN NOZZLE-4 NOS.
INERGEN DEFLECTOR SHIELD-4 NOS.
CHECK VALVE-2 NOS.
ORIFICE UNION-1 NO.
RELIEF VALVE, MANIFOLD-2 NOS.
ACTUATOR ARMING TOOL FOR HF ELEC.ACTUATOR AND PNEU.ACTUATOR-1 NO
GAS RELEASE PANEL-1 NO
CONTROL MODULE RELAY-3 NOS.
MONITOR MODULE -3 NOS.
ROTATE SWITCH-1 NO
ABORT SWITCH 1 NO
LOCAL PUSH BUTTON-1 NO
CONTROL CABLE-1 LOT
SEEMLESS PIPE -1 LOT

Note: The above bill of materials is tentative only, it is bidder's responsibility to include & quote in his bid any item that will be required to complete/execute the INERGEN system as per our requirement described in the tender.

A)Item shall be designed for

- I) The system shall be an INERGEN total flooding, gaseous, clean agent; fire suppression system designed to provide a uniform concentration of INERGEN for the specified area.
- II) The INERGEN system shall be automatically actuated by detection circuits. Smoke detectors shall be used with control unit. The detectors shall be alternated throughout the protected area with the system requiring two detectors in alarm prior to automatic agent release.
- III) The INERGEN system should extinguish the fire by total flooding of gaseous agent/suppression system.
- IV) The INRGEN system should be design and installed in such a way that it should be suitable with the existing system in the control room.

(B) Special terms and conditions:

1. The supplier shall go through the tender document carefully and understand fully. The supplier shall give utmost importance to quality of supplied items.
2. Bidders may inspect the site at their own cost to access the requirement of material required to install and commission the INERGEN system as per the tender specifications. Any item not spelt out but required for completion of the job is to be supplied. The bidder must specify the same in their offer.
3. The various components of the system shall be procured from manufacturers or their authorized dealers only.
4. Authorized dealers must submit valid authorization certificate along with the quotation, otherwise offer will not be considered.
5. Supplier shall have to submit the name(s) and performance certificate(s) from user industries who procured the offered system along with the quotation.
6. The quote shall include packaging charge and net delivery at site, Duliajan, Assam.
7. In case of any damage caused to the components during transportation, supplier shall have to repair / replace the defective components at free of cost.
8. Inspection and Testing:-

OIL's representatives shall carry out inspection and testing of the system at the premises of the manufacturer prior to despatch. All the procedures as per standard including complete Control & Instrumentation system designed by the supplier for safe & efficient operation of the system should be demonstrated to OIL engineers during pre-acceptance at Suppliers works. A minimum 15 days notice is required for the same prior to date of inspection. Travel, Boarding and lodging charges for the Inspection and Testing will be borne by M/s OIL.

9.Warranty: The Bidder should guarantee the trouble free performance of the supplied systems & work executed for a period of 12 months from the date of complete system being commissioned & handed over to M/S OIL or 18 months from the date of delivery, whichever ever is earlier. In case of any defect or nonperformance of the system or a component during this twelve months guarantee period the same will have to be replaced free of cost. Any damage or defect that may arise or lie undiscovered at the time of completion of job should be rectified or replaced by the Bidder at their own cost. The supplied system shall be accompanied by the guarantee bond from the supplier.

10. Documentation: The Bidder will have to supply 3 sets of as built drawings, operation & maintenance manuals along with the delivery of the items.

11. Supplier should submit the following along with the quotation:-

- a) All the relevant designed drawings.
- b) Bill of materials of whole system along with all accessories with manufacturer's name, catalogue no. and detailed catalogue of the offered items.

12. Installation details: -

Supplier shall submit detailed specifications and procedure for installation of the items considering the modifications required to be done. Supply of all foundation materials (Bolts, Nuts & washers etc) including floor drilling machine are in Supplier's scope.

13. Supplier shall provide complete details in the form of technical catalogues/drawings about the supplied system including maintenance procedure. Supplier shall mention about the total power requirement for the system.

14. OIL will not accept any liability for accidents to supplier's personnel and any compensation required to be paid to the supplier's personnel will be borne by the supplier. The supplier's workmen will not be entitled to free medical assistance from OIL.

15. Packing should be adequate to avoid ingress of moisture and transit damage.

16. The material to be supplied must be new and from original manufacturer with serial number and date of manufacture.

17. Equipment should be tested thoroughly before dispatch at the supplier's yard.

18. The INERGEN system will be deemed to be commissioned only after installation, commissioning and minimum period of 72 hours of observation.

19. Training of Maintenance & Operation Engineers: The supplier must train two Maintenance & Operation engineer of M/s OIL at its office in India to carry out maintenance and operation activities of the INERGEN system. Three (03) sets of training manual in CD and hard copy form must be supplied during training. The training must cover the software and hardware aspects of the system. Travel, Boarding and lodging charges for the training will be borne by M/s OIL.

20. The bidder must furnish a detailed list of similar INERGEN system jobs carried out in other Oil/Gas/Petroleum Organizations in India/Abroad.

21. Bidder will have to undertake the guarantee for all such items supplied by them as a part of the INERGEN system which is either bought out or imported from some other party. Bidder will have to produce documentary evidence for the same along with the supply of materials.

22. Bidder will have to ensure that all the open (items which are not proprietary of the bidder) hardware & software packages supplied by them as a part of the INERGEN system is of latest revision & version available in the market. Bidder will have to produce documentary evidence for the same along with the supply of materials.

23. Installation, testing & commissioning of the whole INERGEN system as well as functional testing of the complete system will have to be carried out by the Bidder to the full satisfaction of M/S OIL engineers at site which will form the basis of site acceptance

test (SAT). Bidder will have to quote for the installation and commissioning charges, if applicable for our evaluation.

24. Bidder should depute adequate number of competent & qualified site personnel/workers at site to ensure smooth installation & commissioning of the new system.

25. The bidder will have to provide the item wise break-up of prices in the BOM to be submitted to OIL for evaluation. The same is a mandatory requirement for bid evaluation.

26. M/s OIL will provide 110V, 50Hz power supply for the INERGEN system.

PAYMENT

70% of material cost shall be paid through bank against dispatch documents. Balance 30% of the material cost & 100% of installation & commissioning charges shall be paid after successful commissioning.

BID EVALUATION CRITERIA/BID REJECTION CRITERIA

The following BRC/BEC will govern the evaluation of the bids received against this tender. Bids that do not comply with stipulated BRC/BEC in full will be treated as non responsive and such bids shall prima-facie be rejected. Bid evaluation will be done only for those bids that pass through the "Bid Rejection Criteria" as stipulated in this document.

Other terms and conditions of the enquiry shall be as per General Terms and Conditions vide MM/CALCUTTA/E-01/2010 for E-Procurement LCB Tenders. However, if any of the Clauses of the Bid Rejection Criteria / Bid Evaluation Criteria (BRC / BEC) contradict the Clauses of the tender or MM/CALCUTTA/E-01/2010 elsewhere, those in the BRC / BEC shall prevail.

1. BID REJECTION CRITERIA (BRC):

A TECHNICAL

The bids must conform to the specifications, terms, and conditions given in the NIT. Bids shall be rejected in case the items offered do not conform to the required minimum / maximum parameters stipulated in the technical specifications and to the respective international / national standards wherever stipulated. Notwithstanding the general conformity of the bids to the stipulated specifications and terms and conditions, the following requirements shall have to be particularly met by the bidders, without which the offer will be considered as non-responsive and rejected:

1.0 The bidders must produce at least 3 (three) examples of similar jobs carried out in other Oil/Gas/Petroleum or same type of Organizations in India/Abroad.

2.0 BIDDERS must be in the relevant business of supply of INERGEN systems in India for a period of at least last 3 (Three) years as on 01.10.2013. BIDDERS are required to produce documentary evidence for the same.

3.0 The BIDDER must be the OEM (Original Equipment Manufacturer) or its authorized dealer of INERGEN systems with authorized service support base in India. The BIDDER other than OEM is required to produce documentary evidence for the same.

4.0 The Bid should be submitted in a proper format stating offered specification vs NIT specifications against each point. Bid in any other form will not be acceptable. The offered specification must be substantiated by the bidder's published technical catalog.

5.0 Bidder must indicate the year of launch of the offered models. Obsolete products will not be considered for evaluation. The bidder must state an undertaking that they will be able to provide essential spares necessary for a minimum period of 10 years.

B COMMERCIAL

- i). **Bid security of Rs 30,000.00** shall be submitted manually in sealed envelope superscribed with BID SECURITY AGAINST Tender no. **SKI1808P14** to **Head Calcutta Branch, Oil India Limited, 4, India Exchange Place, Kolkata-700001** only on or before the Bid Closing Date and Time mentioned in the Tender. **If bid security in ORIGINAL of above mentioned amount is not received within bid closing date, the bid submitted through electronic form will be rejected without any further consideration.** For exemption for submission of Bid Security, please refer relevant para of General Terms and Conditions vide MM/CALCUTTA/E-01/2010 for E-Procurement LCB Tenders. **The Bid Security shall be valid for six month from the date of bid opening.**
- i). The prices offered will have to be firm through delivery and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and rejected.
- ii). Successful bidder will be required to furnish a **Performance Bank Guarantee @10%** of the order value. For exemption for submission of Performance Bank Guarantee, please refer relevant para of General Terms and Conditions vide MM/CALCUTTA/E-01/2010 for E-Procurement LCB Tenders. The Performance Bank Guarantee must be valid for one year from the date of successful commissioning of the equipment or 18 months from the date of despatch whichever is earlier. **Bidder must confirm the same in their bid. Offers not complying with this clause will be rejected.**

The validity requirement of Performance Security is assuming despatch within stipulated delivery period and confirmation to all terms and conditions of order. In case of any delay in despatch or non-confirmation to all terms and conditions of order, validity of the Performance Security is to be extended suitably as advised by OIL.

- iii). **The Bank Guarantee should be allowed to be encashed at all branches within India.**
- iv). Bids received after the bid closing date and time will be rejected. Similarly, modifications to bids received after the bid closing date & time will not be considered.
- v). Validity of the bid shall be minimum 120 days from the Bid Closing Date. Bids with lesser validity will be rejected.
- vi). Bids containing incorrect statement will be rejected.
- vii). All the Bids must be Digitally Signed using “Class 3” digital certificate (*e-commerce application*) as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. The bid signed using other than “Class 3” digital certificate, will be rejected.

2.0 BID EVALUATION CRITERIA (BEC):

A. TECHNICAL:

The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjecting to Bid Rejection Criteria (BRC) will be considered for further evaluation as per the Bid Evaluation Criteria given below.

- i) All materials as indicated in the material description of the enquiry should be offered. If any of the items are not offered by the bidders, the offer will not be considered for evaluation.
- ii) In the event of computational error between unit rate and total price, the unit rate as quoted by the bidder shall prevail.
- iii) Similarly in the event of discrepancy between words and quoted figure, words will prevail.

B. COMMERCIAL:

- i) To evaluate the inter-se-ranking of the offers, Assam entry tax on purchase value will be loaded as per prevailing Govt. of Assam guidelines as applicable on bid closing date. Bidders may check this with the appropriate authority while submitting their offer.

- ii) To ascertain the substantial responsiveness of the bid OIL reserves the right to ask the bidder for clarification in respect of clauses covered under BRC also and such clarifications fulfilling the BRC clauses in to must be received on or before the dead line given by the company, failing which the offer will be summarily rejected.

Standard Notes:

- A. The original bid security (Amount is mentioned above and also in Basic Data of the tender in OIL's e-portal) should reach us before bid closing date and time .Bid without original Bid Security will be rejected. The bidders who are exempted from submitting the Bid Bond should attach documentary evidence in the Collaboration folder as per General Terms and conditions for e-Procurement as per Booklet NO. MM/CALCUTTA/E-01/2010 for E-procurement (LCB Tenders).
- B. All the Bids must be Digitally Signed using "Class 3" digital certificate (*e-commerce application*) only as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. The bid signed using other than "Class 3" digital certificate, will be liable for rejection.
- C. "General Terms & Conditions" for e-Procurement as per Booklet NO. MM/CALCUTTA/E-01/2010 for E-procurement (LCB Tenders).
- D. Offers should be valid for minimum 120 days from the date of Technical Bid closing Date, failing which offer shall be rejected.

-----XXXX-----

Technical Bid Checklist**Annexure-EEE**

Tender No.	SKI1808P14		
Bidder's Name :			
		Compliance by Bidder	
SL. NO.	BEC / TENDER REQUIREMENTS	Indicate 'Confirmed' / 'Not Confirmed' / Not applicable	Indicate Corresponding page ref. of unpriced bid or Comments
1	Bidder to confirm that he has not taken any exception/deviations to the bid document .		
2	Confirm that the product offered strictly conform to the technical specifications.		
3	Confirm that the Offer has been made with Bid Bond / Bank Guarantee / Earnest Money along with the offer (Wherever Applicable) ?		
4	Confirm unconditional validity of the bid for 120 days from the date of opening of techno-commercial bid.		
5	Confirm that the prices offered are firm and / or without any qualifications?		
6	Confirm that all relevant fields in the on-line bidding format been filled in by the bidders for the items quoted by them.		
7	Confirm that the the price bid is in conformity with OIL's online bidding format ?		
8	Confirm that the Bid comply with all the terms & conditions ?		
9	Confirm that the offers and all attached documents are digitally signed using digital signatures issued by an acceptable Certifying Authority (CA) as per Indian IT Act 2000.		
10	CONFIRM THAT YOU HAVE SUBMITTED THE DULY SIGNED INTEGRITY PACT DOCUMENT (Wherever Applicable)		
11	CONFIRM THAT YOU HAVE SHALL SUBMIT PERFORMANCE BANK GUARANTEE AS PER NIT IN THE EVENT OF PLACEMENT OF ORDER ON YOU (Wherever Applicable)		
12	CONFIRM THAT YOU HAVE SUBMITTED DOCUMENTS AS PER GENERAL QUALIFICATION CRITERIA		

NOTE: Please fill up the greyed cells only.

Response Sheet**Annexure-FFF**

Tender No.	SKI1808P14
Bidders Name	

Bidders Response Sheet

Sl No.	Description	Remarks
1	Name of Bidder	
2	Whether all attached documents are digitally signed using digital signatures issued by an acceptable Certifying Authority (CA) as per Indian IT Act 2000.	
3	Place of Despatch	
4	Whether Freight charges have been included in your quoted prices	
5	Whether Insurance charges have been included in your quoted prices	
6	Make of quoted Product	
7	Offered Validity of Bid as per NIT	
8	Delivery Period in weeks from placement of order	
9	Complied to Standard Payment Terms of OIL or not.	
10	Bid Security Submitted (if applicable)	
11	Details of Bid Security Submitted to OIL (if applicable)	
	a) Bid Security Amount (In Rs):	
	b) Bid Security Valid upto:	
	c) Name and Full Address of Issuing Bank:	
12	Bid Security if Not submitted reasons thereof	
13	Whether you shall submit Performance Security in the event of placement of order on you (if applicable)	
14	Integrity Pact Submitted (if applicable)	
15	Whether submitted documents in support of General Qualification criteria of NIT	
16	If bidder is Small scale unit whether you have quoted your own product	
17	If bidder is Small scale unit whether you are eligible for purchase preference (as per Govt guidelines)	
18	Whether filled up the bank details for online payment as per Annexure GGG	

NOTE: Please fill up the greyed cells only.

**(TO BE FILLED UP BY ALL THE VENDOR IN THEIR OWN LETTER HEAD)
(ALL FIELDS ARE MANDATORY)**

Tender No. :.....
Name of Beneficiary :M/s.....
Vendor Code :.....
Address :.....
.....
Phone No. (Land Line) :.....
Mobile No. :.....
E-mail address :.....
Bank Account No. (Minimum
Eleven Digit No.) :.....
Bank Name :.....
Branch :.....
Complete Address of your
Bank :.....

IFSC Code of your Bank
a) RTGS :.....
b) NEFT :.....
PAN :.....
VAT Registration No. :.....
CST Registration No. :.....
Service Tax Registration No. :.....
Provident Fund Registration :.....

I/We confirm and agree that all payments due to me/us from Oil India Limited can be remitted to our above mentioned account directly and we shall not hold Oil India Limited responsible if the amount due from Oil India Limited is remitted to wrong account due to incorrect details furnished by us.

Office Seal

.....
Signature of Vendor

Counter Signed by Banker:
Seal of Bank:

Enclosure: Self attested photocopies of the following documents-

- 1) PAN Card
- 2) VAT Registration Certificate
- 3) Service Tax Registration
- 4) CST Registration
- 5) Provident Registration Certificate
- 6) Cancelled cheque of the bank account mentioned above (in original).
- 7) Bank Statement not older than 15 days on the date of submission.



OIL INDIA LIMITED
(A Government of India Enterprise)
4, India Exchange Place, 4th floor,
Kolkata 700001,
West Bengal (India)

TELEPHONE NO. (033) 2230 1657 / 58 / 59

FAX NO: (91-033) 2230 2596

Email : oilcalmn@oilindia.in
oilcalmn@dataone.in

OIL'S BOOKLET REF.

MM/CALCUTTA/E-01/2010`

For

E-PROCUREMENT LCB TENDERS

INSTRUCTIONS TO BIDDERS

GENERAL TERMS AND CONDITIONS

1.0 ELIGIBILITY TO BID :

- 1.1 The bid should be from Original Equipment manufacturers.
- 1.2 However, the bids from sole selling agents / authorised distributors / authorised dealers / authorised supply houses can also be considered, provided such bids are accompanied with back-up authority letter (valid at the time of bidding) from the manufacturer authorising them to market their product. OIL INDIA LIMITED (OIL) reserves the right to reject offers without back up authority letter from manufacturer.

2.0 TRANSFERABILITY OF BID DOCUMENTS

- 2.1 The Bid documents are non-transferable. The bid can only be submitted in the name of the bidder in whose name the bid document has been issued.
- 2.2 Unsolicited offers will not be considered and will be straightway rejected.
- 2.3 Employees of Oil India Limited are prohibited from submitting and also from getting others to quote on their behalf.

3.0 TENDER FEE

- 3.1 For Limited tenders, no tender fee will be required.
- 3.2 In case of press tenders, prospective bidders can purchase tender documents from the offices of the of Oil India Limited (hereinafter referred to as 'OIL') mentioned in the notice inviting tenders (NIT) against an application along with requisite non-refundable tender fee. The bidders shall be able to create the bid online only after payment of tender fee. OIL will not take any responsibility for any delay/late in receipt of Tender Fee.

3.3 EXEMPTION OF TENDER FEE :

- 3.3.1 Small Scale Industries (SSI) registered with NSIC under Single Point Registration Scheme (and not their dealers/distributors) are exempted from payment of tender fees for the items they are registered with NSIC. Valid registration certificate with NSIC must be enclosed along with the application for issuing tender documents.
- 3.3.2 Public Sector Units (PSU) are also exempted from payment of tender fee.

3.3.3 Firms registered with NSIC, PSU's & Government Departments claiming exemption from payment of tender fee should submit their request with all credentials to the tender administrator at least 7 days in advance from the date of closer of sale of bid documents, to get access for participation in the tender.

3.3.4 Tender documents provided to SSI Units registered with NSIC on free of charge basis shall submit their offer for their own product for which they are registered. Their offer for other than their own product shall not be acceptable. Their offer as supply house also will not be acceptable and shall be rejected straightway.

3.4 REFUND OF TENDER FEE :

In case of cancellation of Press tenders, tender fee will be refunded. However, in case fresh tender is issued in cancellation of earlier tender, tender fee will not be refunded. Instead, such bidders will be allowed to participate Free of charge.

4.0 COST OF BIDDING:

4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid and OIL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

General Terms and Conditions with following **Annexures** (contained in booklet No: MM/CALCUTTA/E-01/2010

Annexure I	:	Bid Submission proforma
Annexure II	:	Price Schedule Proforma
Annexure III	:	Proforma of Exceptions/Deviations
Annexure IV	:	Check List
Annexure V	:	Proforma of Bidder's past supplies
Annexure VI	:	Proforma of Authorisation Letter for Attending Tender Opening
Annexure VII	:	Proforma of Bid Security
Annexure VIII	:	Proforma of Performance Security.
Annexure IX	:	Declaration Certificate

4.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid without seeking any clarifications.

5.0 AMENDMENT TO BIDDING DOCUMENTS

- 5.1 At any time prior to the bid closing date, OIL may for any reason, whether at its own initiative or in response to clarifications requested by the prospective bidder(s), modify the bidding document by amendment(s). All prospective bidders who have received the bidding documents will be notified of the amendments.
- 5.2 OIL may at its discretion if considered necessary, extend the deadline for the submission of bids.

6.0 CONTENTS OF OFFERS :

- 6.1.1 The Prices along with price related conditions shall be filled online in the Price-Bid screen. Any documents sought to be attached with price bid shall also be attached at appropriate place must be digitally signed.

Unpriced techno-commercial Bids shall be submitted in the prescribed bid proforma as per Annexure I to IX. The above Annexures shall be duly filled in without any alteration to OIL's proforma. The above Annexures along with copy of Bid Bond as per Annexure VII and all other techno-commercial documents other than price details to be submitted with unpriced bid as per tender requirement should be placed in the 'un-priced' bid folder.

- 6.1.2 The bid and all attached documents should be digitally signed using digital signatures issued by an acceptable Certifying Authority (CA) as per Indian IT Act 2000 before bid is uploaded. If any modifications are made to a document after attaching digital signature, the digital signature shall again be attached to such documents before uploading the same.

The authenticity of above digital signature shall be verified through authorised CA after bid opening and in case the digital signature is not authorized the bid will be rejected.

Bidder is responsible for ensuring the validity of digital signature and it's proper usage by their employee.

- 6.1.3 The Bidders are advised in their own interest to ensure that all the points brought out in the check list enclosed at Annexure IV are complied with in their bid failing which the offer is liable to be rejected.
- 6.1.4 The bids can only be submitted in the name of the Bidder who have been permitted to participate in the bid. The bid papers, duly filled in and complete in all respects shall be submitted together with requisite information and Annexures. It shall be complete and free from ambiguity, change or interlineations.

- 6.1.5 The bidder should indicate at the time of quoting against this tender their full postal and Fax/Email addresses.
- 6.1.6 The bid including all attached documents shall be digitally signed by duly authorized representative of the bidding company.
- 6.1.7 The Bidder, in each tender for procurement of goods, will have to give a certificate in its offer, that the terms and conditions as laid down in this model bidding document booklet no. MM/CALCUTTA/E-01/2010 are acceptable to it in toto.
- 6.1.8 The bidders shall fill-in online the appropriate price schedule i.e the net unit prices of the goods they propose to supply and other pricing details etc. as per the Pricing condition separately .
- 6.1.9. The bidders must quote the following prices/information:
- i) Firm unit Ex-Works price of the quoted items and Currency.
 - ii) Firm Packign and forwarding component stating the place of despatch.
 - iii) Firm Freight as required in the price schedule stating road/rail freight.
 - iv) Any other Price component as applicable to the Tender.
- 6.1.10 Bidders must quote firm FOR destination price by rail/road.
- 6.2 OIL reserves the right to place order on FOR (despatching station) or FOR (destination) terms. Offered rate should be kept firm through delivery/despatch.

6.3 EXCISE DUTY :

- 6.3.1 Excise Duty, if any, should be quoted either as “extra” or as inclusive as the case may be. The Seller, if happens to be a Supply House, should not quote “Excise Duty” as extra.
- 6.3.2 SSI Unit availing slabs rate of turnover for duty structure should specify the maximum Excise Duty levies against the order at the time of delivery, if order is placed on them.
- 6.3.3 Bidders, who are manufacturers, should indicate the rate of Excise Duty, if any, separately for all quoted items.
- 6.3.4 Any benefit/concession/exemption involved should be spelt out clearly by the bidders. In case such information is not furnished in the Bid, the offer will be loaded with the maximum amount of Excise duty applicable for the item for evaluation purpose. However, OIL reserves the right to place the order based on the excise duty indicated in the Bid which will be binding on the Bidder.

6.3.5 Bidder should indicate the following in their offer:

- a) Address of the factory from where the goods will be despatched.
- b) Chapter, Heading and Sub-heading of the Excise tariff for the material offered.

6.4 SALES TAX :

6.4.1 In case of concessional CST @ 2% (or any other rate as per the Act), necessary 'C' form shall be issued by OIL wherever applicable at the time of settlement of invoice. Wherever Sales Tax as per West Bengal / Assam General Sales Tax is payable by OIL, same shall be deducted at source for which tax deduction certificate shall be issued.

6.4.2 Any other benefit/concession/exemption available at the time of delivery should be spelt out clearly by the bidders. In case such information is not furnished in the Bid, the offer will be loaded with the normal amount of tax applicable for the item for evaluation purpose. However, OIL reserves the right to place the order based on the tax indicated in the Bid which will be binding on the Bidder.

6.5 Taxes, Excise duty, if any, should be quoted separately. IF TAXES ETC. ARE NOT SHOWN SEPARATELY THE OFFER WILL BE CONSIDERED TO BE INCLUSIVE OF ALL TAXES, DUTIES ETC. AND WILL BE BINDING ON THE BIDDER.

6.6 OTHER TAXES & LEVIES :

- (i) All taxes, stamp duties and other levies for the services including installation/commissioning, Training etc. shall be to the Bidder/Seller's account.
- (ii) Income Tax /Service Tax on the value of the Services rendered by the Bidder/Seller in connection with installation/commissioning, training etc. shall be deducted at source from the invoices at the appropriate rate under the I.T. Act & Rules from time to time.
- (iii) If Service tax is not shown separately the offer will be considered to be inclusive of Service tax and will be binding on the bidder

6.7 STATUTORY VARIATION :

Any statutory variation (increase/decrease) in the rate of excise duty/sales tax/Customs Duty or any statutory levy after the closing date of tenders/revised priced bid, as the case may be, but within the contractual delivery/completion period will be to the account of OIL subject to

documentary evidence. However, any increase in excise duty/sales tax/Customs Duty or any statutory levy after the expiry of the scheduled date of delivery shall be to the supplier's account.

6.8 THIRD PARTY INSPECTION (TPI) (When specifically called for in the tender):

- 6.8.1 Whenever Inspection by OIL's approved Third Party Inspection Agencies has been called for in the tender, Bidder must indicate the availability of the OIL's approved Third Party Inspection Agencies in their area. OIL reserves the right to inspect the material through any of the Third Party Inspection Agencies.
- 6.8.2 All inclusive charges for Third Party Inspection (TPI) must be filled in on-line in the bid.
- 6.8.3 Offers without any mention about Third Party Inspection charges as specified above will be considered as inclusive of Third Party Inspection charges. When a bidder mentions Third Party Inspection charges as extra without specifying the amount, the offer will be loaded with maximum value towards Third Party Inspection charges received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, Third Party Inspection charges mentioned by OIL on the Purchase Order will be binding on the bidder.

6.9 SAMPLES (When specifically called for in the tender):

- 6.9.1 Bidder shall submit Samples of requisite quantity whenever called for. Each sample shall be sealed and have a card affixed indicating
 - a) Bidder's name, address, contact Telephone No. & Email address
 - b) Tender No. and Bid opening Date
 - c) Product Name
 - d) Item No. of the tender
- 6.9.2 Sample must be received on or before the Bid Closing Date failing which the offer will be rejected.
- 6.9.3 Bidders who have been exempted from submission of tender sample through specific communication from OIL, need not submit any sample. However, they will be required to enclose a photocopy of the exemption letter along with their bid failing which their offers will be liable to be rejected.

6.10 TRAINING (When specifically called for in the tender):

- 6.10.1 Bidders shall indicate cost for training OIL's personnel separately whenever called for.
- 6.10.2 For training at Bidder's premises, only the training fee should be indicated by the Bidder. All charges towards to & fro fare, boarding/lodging and daily expenses etc. for OIL's personnel shall be borne by OIL.
- 6.10.3 For training at OIL's premises, the Bidder should quote training charges which should be inclusive of all charges of their personnel viz. to and fro air fares, boarding/lodging expenses and daily expenses etc. for the entire period. Local transport for commuting to the site at the place of training will be provided by OIL.

6.11 INSTALLATION AND COMMISSIONING (When specifically called for in the tender):

- 6.11.1 In the event installation and commissioning of the item by the technical experts of the bidders is involved, the charges thereof should be quoted separately which should be inclusive of to and fro air fares, boarding/lodging & daily expenses of the bidder's technical personnel amongst others. OIL will provide local transport for commuting to the installation site. Bidders shall also indicate in their offer the total expected time required for installation/commissioning of the items.
- 6.11.2 Offers without any mention about installation/commissioning and Training charges will be loaded with maximum value towards installation/commissioning and Training charges received against the tender for comparison purposes.

6.12 DISCOUNT:

Prices should be quoted net of discount and no discount should be shown separately. Discount, if any should be merged with the quoted prices. Discount of any type, indicated separately as well as conditional discount, will not be taken into account for evaluation purpose. However, if an offer is found to be the lowest even without considering discount, OIL shall avail such discount at the time of placement of order.

6.13 CHANGE IN QUANTITY :

OIL reserves the right to increase / decrease the quantity. It will be obligatory on the part of the Bidder to supply ordered quantity at the offered rates.

6.14 TECHNICAL LITERATURE:

Relevant technical literature must be submitted along with the offer whenever called for without which the offer would be liable to be rejected.

6.15 DELIVERY :

Offer should be for delivery at site as indicated, with firm delivery date. If delivery is not specifically indicated by the bidder, it will be construed that the delivery quoted is as per delivery indicated in our tender and will be binding on the bidder. The delivery will be counted from the date of receipt of the letter on intent/order by the successful bidder.

6.16 VALIDITY OF BIDS:

Offers must be valid for acceptance for the minimum period of 75 days in case of Limited Tender and 120 days in case of Press Tender, unless otherwise specified, counted from the Bid Closing Date as indicated in the tender. Offers without the minimum validity period will be liable for rejection. In the absence of any categorical mention regarding validity of the offer, it will be construed that the offer is valid as asked for in the tender and it will be incumbent on the bidders to accept order, if any, when placed within such validity.

6.17 VAGUE AND INDEFINITE EXPRESSIONS:

Any vague and indefinite expressions such as "Subject to prior sale", "Prices ruling at the time of despatch", "Subject to availability of materials" etc. will not be considered.

7.0 CLARIFICATION IN RESPECT OF INCOMPLETE OFFERS :

Prospective bidders are advised to ensure that their bids are complete in all respects and conform to OIL's terms, conditions and bid evaluation criteria of the tender. Bids not complying with OIL's requirement may be rejected without seeking any clarification.

8.0 BID SECURITY:

(NOTE : This clause is applicable only in case of tenders wherever specifically mentioned.)

- 8.1 All the Bids must be accompanied by Bid Security for the amount as mentioned in the NIT or an equivalent amount in freely convertible currency and shall be in the prescribed format (Annexure VII) in one of the following forms:

- i) A Bank Guarantee from any nationalised scheduled Indian Bank. The Bank Guarantee shall be valid for six (6) months from the Bid closing date and shall be enforceable at Duliajan / Delhi / Kolkata / Guwahati.
 - ii) Bank draft in favour of OIL INDIA LIMITED and payable at Kolkata.
- 8.2.1 The bidders will have to submit the Bank Guarantee from any of the scheduled Indian banks and on non - judicial stamp paper of requisite value, as per the Indian Stamp Act, purchased in the name of the issuing banker.
- 8.2.2 The Bank Guarantee issued by a Bank amongst others must contain the following particulars of such Bank :
- (a) Full Address
 - (b) Branch Code
 - (c) Code Nos. of the authorized signatory with full name and designation
 - (d) Phone Nos./Fax Nos./E-mail address
- 8.2.3 In case, any such Bid Security in the form of a Bank Guarantee is found to be not genuine or issued by a fake banker or issued under the signatures of fake official of the Bank, the bid submitted by the concerned bidder shall be rejected forthwith and the bidder shall be debarred from participating in future tenders.
- 8.3 Any bid not accompanied by a proper Bid Security (in Original) in conformity with Clauses 8.1, 8.2.1, 8.2.2 will be rejected outright without any further reference.
- 8.4 The Bid Security of the unsuccessful bidders will be returned after finalization of tender whereas the Bid Security of the successful bidder will be discharged on such bidder's furnishing the Performance Security to OIL in the prescribed format (Annexure VIII) against the Purchase Order secured by the bidder within the stipulated time frame. The successful bidder will however, ensure that the validity of the Bid Security till such time the Performance Security in conformity with Clauses 9.0 below as the case may be, is furnished.
- 8.5 The bidders will extend the validity of the Bid Security, if and whenever specifically advised by OIL, at the bidder's cost.
- 8.6 Bid Security will not accrue any interest during its period of validity or extended validity.

8.7 The Bid Security will be forfeited:

- a) If a bidder withdraws his bid during the period of validity of bid or any extension thereof duly agreed by the bidder,
OR
- b) If the successful Bidder do not accept the order or fails to furnish the Performance Security within 30 days of placement of order or before the expiry of Bid Security (unless extended), whichever is earlier.

8.8 EXEMPTION OF BID SECURITY:

8.8.1 Small Scale Industries (SSI) registered with NSIC / Directorate of Industries under Single Point Registration Scheme (and not their dealers/distributors) are exempted from submitting Bid Security for the items they are registered with NSIC / Directorate of Industries provided they submit their offer for their own product. Valid registration certificate with NSIC / Directorate of Industries indicating the category of item and the monetary limit for which they are registered must be enclosed along with the Bid without which the bidder will not be entitled for exemption.

8.8.2 Public Sector undertakings are exempted from submitting Bid Security.

9.0 PERFORMANCE SECURITY :

(**NOTE** : This clause is applicable only in case of tenders wherever specifically mentioned.)

9.1 The successful bidder shall furnish the Performance Security in the form enclosed (Annexure VIII) herewith within 30 days of the receipt of Letter of Intent / Order failing which OIL reserves the right to cancel the order and forfeit the Bid Security. Bidders should undertake in his bid to submit Performance Security as stated above.

9.2 In the event of Seller's/Bidder's failure to discharge their obligations under the Contract, the Performance Security shall be encashed and the proceeds thereof shall be forfeited without any further reference to the Seller/Bidder.

9.3 The Performance Security shall be denominated in the currency of the contract and shall be in the form of a Bank Guarantee.

9.4 The Bank Guarantee will have to be given from the nationalised scheduled banks on non judicial stamp paper of requisite value, as per the Indian Stamp Act, and stamp paper should be in the name of the issuing bank.

9.5 The Bank Guarantee issued by a Bank amongst others must contain the following particulars of such Bank :

- (a) Full Address
- (b) Branch Code
- (c) Code Nos. of the authorized signatory with full name and designation
- (d) Phone Nos./Fax Nos./E-mail address

- 9.6 In case, the Performance Security in the form of a Bank Guarantee is found to be not genuine or issued by a fake banker or issued under the signatures of fake official of the Bank, the LOI/Purchase Order issued/placed on the bidder shall be treated as cancelled forthwith and the bidder shall be debarred from participating in future tenders. Further, the Bid Security submitted by such bidder shall be invoked without any further reference.
- 9.7 The Bank Guarantee should be allowed to be encashed at all branches within India
- 9.8 The amount of Performance Security shall be 10% of order value (unless specified otherwise).
- 9.9 The Performance Security for capital nature items like plant and machinery etc. shall be valid for 12 months from the date of commissioning or 18 months from the date of despatch whichever concludes earlier. However, for consumables like chemicals, cement, tubular etc. the Performance Security shall be valid for 12 months from the date of despatch. The validity requirement of Performance Security specified in the main order is assuming despatch within stipulated delivery period. In case of any delay in despatch, validity of the Performance Security is to be extended suitably as aforesaid.
- 9.10 The Performance Security will be discharged by Purchaser and returned to the Seller, within 30 days of its expiry of validity including any extension sought thereof in case of no claim on seller by the purchase.
- 9.11 Performance Security amount will not accrue any interest.

9.12 EXEMPTION OF PERFORMANCE SECURITY :

- 9.12.1 Small Scale Units registered with NSIC / Directorate of Industries are exempted from submitting Performance Security if the order/contract value is less than the monetary limit for which the firm is registered. In absence of monetary/quantity limit in the NSIC / Directorate of Industries certificate, bidders should submit Capacity Assessment Certificate issued by concerned NSIC/District Industries Centres. Otherwise the unit will not be eligible to avail exemption for Performance Security.

9.12.2 The bidders will extend the validity of the Performance Security, if and whenever specifically advised by OIL, at the Bidder/Seller's cost.

10.0 DOCUMENTS COMPRISING THE BID:

10.1 The bid prepared by the bidder shall comprise the following components, duly completed:

- a) Price schedule (Refer on-line) Price Schedule as applicable)
- b) Documentary evidence in accordance with Clause 1.2 if the bidder is other than Original Equipment Manufacturer.
- c) Bid must accompany necessary literature/catalogue of the equipment as well as of the spare parts catalogue thereof, wherever required.
- d) Bid Submission Proforma duly filled in (Refer Annexure I)
- e) Exceptions/Deviations Form duly filled in (Refer Annexure III)
- f) Check List duly filled in (Refer Annexure IV)
- g) Bidder's past supplies proforma duly filled in (Refer Annexure V)
- h) Authorisation letter for attending Tender Opening (Refer Annexure VI)
- i) Bid Security, wherever required.
- j) Confirmation about the Performance Security, wherever required
- k) Back-up Authority Letter for warranty cover of manufacturer in case the bid is from sole selling agent/authorised distributor/authorised dealer/authorised supply house.

11.0 SUBMISSION AND OPENING OF BIDS:

11.1 The bid along with all annexures and copies of documents should be submitted in e-form only through OIL's e-bidding engine. The price bids submitted in physical form against e-procurement tenders shall not be given any cognizance. However the following documents should necessarily be submitted in physical form in sealed envelope superscribed as "Tender Number and due for opening on....." The outer cover should duly bear the tender number and date of closing/opening prominently underlined, alongwith the address of Purchaser's office (as under), as indicated in Invitation For Bids:

**HEAD (CALCUTTA BRANCH)
OIL INDIA LIMITED
4, INDIA EXCHANGE PLACE
ICC BUILDING (4TH FLOOR)
KOLKATA 700 001**

1. The original bid security.
2. Any other document required to be submitted in original as per tender requirement.
3. If Sample is called for in the Tender
4. Printed catalogue and Literature if called for in the NIT.

12.0 DEADLINE FOR SUBMISSION OF BIDS:

- 12.1 Bidders will not be permitted by System to make any changes in their bid after bid has been uploaded by bidder. Bidder may however request the administrator of particular tender through the system for returning their bids before the due date of submission for resubmission. But no such request would be entertained once due date for submission of bids has been reached.
- 12.2 No bid can be submitted after the submission dead line is reached. The system time displayed on e-procurement web page shall decide the submission dead line.

13.0 CLARIFICATIONS OF BIDS :

- 13.1 No unsolicited correspondence after submission of the offer will be taken cognizance of or responded to.
- 13.2 After the opening of the bid, OIL may at its discretion ask the bidder for clarification of its bids. The request for clarification and response shall be in writing and no change in the price or substance of the Bid shall be accepted. The reply of the bidder should be restricted to the clarifications sought.

14.0 EXTENSION OF BID SUBMISSION DATE :

Normally no request for extension of Bid Closing Date will be entertained. However, in case of any changes in the specifications, inadequate response or for any other reasons, OIL may at its discretion, extend the Bid Closing Date and/or time.

15.0 LATE BIDS:

Bidders are advised in their own interest to ensure that bid are uploaded in system well before the closing date and time of the bid.

16.0 OPENING OF BIDS:

- 16.1 The bid will be opened at 1400 Hrs. (IST) or on the date & time of opening indicated in "Invitation for Bid". Bidder or their authorised representative (only one person per bidder) will be allowed to be present at the time of opening of the Bids. However, a letter (in the form as per Annexure VI enclosed) must be produced to the Tender Opening Officer at the time of opening of tenders. Unless this letter is presented, the representative will not be allowed to attend the tender opening.
- 16.2 In case of unscheduled holiday on the closing/opening day of bid, the closing/opening date shall be re-fixed to next working day, the time notified remaining the same.

17.0 COMPLIANCE WITH TENDER :

- 17.1 Bidder's offer must conform in all respects with the applicable specifications, drawings and terms and conditions of the tender. Any deviation from the tender specifications or terms and conditions must be clearly and explicitly stated. In order to be considered responsive, the Bidder must enclose Annexure – III (duly filled in) with their Bid.
- 17.2 OIL reserves the right to accept / reject any deviation in bidder's offer pertaining to the materials specifications or to the terms and conditions stipulated in this tender without assigning any reason other than Bid Rejection Criteria specified in the Bid document.

17.3 CHECK LIST :

THE CHECK LIST, AS PER ANNEXURE - IV ENCLOSED, MUST BE COMPLETED AND SUBMITTED ALONG WITH THE OFFER.

18.0 PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS.

- 18.1 OIL reserves the right to accept / reject or prefer any offer either in full or in part or annul the bidding process and reject all bids at any time prior to award of contract without thereby incurring any liability to the affected bidder (s) or any obligation to inform the affected bidder (s) of the ground for OIL's action. OIL also reserves the right to split the order between two or more parties.

19.0 INSPECTION AND TEST :

- 19.1 All materials to be supplied shall be subject to inspection and test by OIL at its discretion at any stage of manufacture and before despatch by mutual arrangement. Inspection and tests shall be carried out either by OIL's personnel or through a third party nominated by OIL. Seller has to arrange for the inspection through the nominated third party (whenever applicable) and obtain the necessary inspection certificates together with the declaration certificate (as per Format mentioned in Annexure IX)
- 19.2 OIL reserves the right to inspect the material through any of the Third Party Inspection Agencies. While appointing the Third party inspection Agency (from OIL's approved agencies), the bidder shall pass instruction to the appointed Third Party Inspection Agency to comply and respond to the advice/queries made by OIL directly with the inspection agency in connection with the inspection.
- 19.3 Bidder must extend the required facility for inspection by Third Party Inspection Agency. The bidder will be responsible for arranging the third party inspection and must submit the inspection certificate in Original together with the Declaration Certificate (as per Format mentioned in Annexure IX) to OIL alongwith the despatch/shipping documents. The certificate issued by the Third Party Inspection Agency must specify that the inspection has been carried out for the material to be supplied to OIL INDIA LIMITED and inspection has been carried out as per the scope of inspection stipulated in OIL's Purchase Order. The certificate should also specify OIL's Purchase Order Number.

20.0 PACKING :

- 20.1 Packing of goods must be sufficiently robust to withstand multiple handling during transit for delivery to their final destination so that contents do not get damaged. Protection of the plant and equipment against corrosion or deterioration must be given special attention.
- 20.2 Machined steel and iron parts are to be heavily greased / varnished as a prevention against rust.
- 20.3 In the case of internal combustion engines, compressors and similar equipment, internal parts are to be sprayed with an inhibitor or water splitting preservative and all openings covered with tape to prevent ingress of water.
- 20.4 Boxes / Packing cases containing electrical / electronic equipment are to be waterproof lined.

- 20.5 All items must have their respective identification marks painted / embossed on them.
- 20.6 Crates or boxes should have a list of items contained therein secured to the exterior by means of an enveloping piece of tin sheet nailed to the wood. A duplicate list should also be included inside the crate with the contents.
- 20.7 The Seller shall be responsible for damage of goods either in full or in part and for corrosion and/or deterioration of the plant and equipment during transit due to inadequate/insufficient packing or due to non-compliance with the above Para Nos. 20.1 to 20.4 depending upon the nature of items and as such shall be obligated to repair or replace the damaged goods or plant or equipment in full or in parts thereof, at free of cost to OIL within a reasonable period of time.

20.8 **WEIGHT AND SIZE LIMITATION OF PACKAGES :**

Normal limiting dimensions and weights are as under :

<u>Category</u>	<u>Length</u>	<u>Width</u>	<u>Height</u>	<u>Capacity</u>
Truck	5.185 Mtrs.	1.98 Mtrs.	1.98 Mtrs.	9 MT
Normal Trailer	10.98 Mtrs.	2.44 Mtrs.	2.44 Mtrs.	18 MT
Semi Low Bed Trailer	10.98 Mtrs.	3.05 Mtrs.	3.05 Mtrs.	20 MT
Low Bed Trailer	6.71 Mtrs.	3.05 Mtrs.	3.81 Mtrs.	18 MT

This dimensional restriction must not be violated without prior approval from OIL. The finished packing should be in the form of a Box under the limited dimensions.

21.0 **DESPATCH :**

21.1 Road Despatch :

- 21.1.1 In the event of an order other than FOR Destination terms, the material will be required to despatch through OIL's approved transporters (which will be specified in the order) on "Door Delivery" basis.
- 21.1.2 For orders placed on FOR Destination basis, the material will be required to despatch through reputed Bank approved transporters only on Door Delivery basis. In case OIL is required to collect the material from transporters godown, extra expenditure incurred thereof will be recovered from the Bidder/seller.

21.2 Rail Despatch :

In case of Rail despatch, the Bidder will be fully responsible for arranging required railway wagons/rake. Tubular consignment will be despatched on open type wagons only. Height of the wagons should not exceed 4.6 metres.

21.3 Successful suppliers will be given necessary permission to enter into the Industrial Area or Company's other operating areas to deliver the material as per timings given below:

- a) Monday to Friday :
 - Morning : 08.00 AM to 10.00 AM
 - Afternoon : 12.30 PM to 02.00 PM
- b) Saturday :
 - Morning : 08.00 AM to 10.00 AM

22.0 **INSURANCE** :

22.1 Transit insurance will be arranged and paid for by OIL for all orders other than FOR Destination orders. The Bidder/seller will be required to intimate the insurance agency (which will be specified in the Purchase Order) regarding the despatch details immediately after despatch. The Sellers have to arrange the transit insurance at their cost in case of orders placed on FOR Destination basis.

23.0 **PAYMENT TERMS:**

23.1 **Payment terms where installation / commissioning and Training are not involved :**

- a. 100% Payment will be made against despatch documents within 30 days to the parties with whom OIL has got long business relationship and whose performance in execution of the orders has been found accordingly.
- b. In certain cases payment to the extent of 90% (max.) may be made against despatch documents, Balance amount will be released after receipt and acceptance of materials. Adjustments, if any, towards liquidated damage shall be made from the balance payment.
- c. In the event of placement of order on new parties, payment will be made only after site approval of goods.

23.2 Payment terms where installation /commissioning and Training are involved :

Wherever installation / commissioning and Training are involved, 70% payment will be made against supply of materials and balance 30% after satisfactory commissioning at site along with the installation & commissioning charges after adjusting liquidated damages, if any. Payment towards training will be released after successful completion of training.

23.3 Payment against Trial Orders :

In the event of placement of trial orders, payment will be made only on acceptance of goods after successful field trial of the materials.

23.4 Payment to third party :

Request for payment/part payment to third party (i.e., other than the party on whom the order has been placed) will not be entertained by OIL under any circumstances. The offers stipulating payment/part payment to such third party will be considered as non-responsive and such offers will be rejected.

24.0 BANKING CHARGES :

All banking charges will be to the bidder's account.

25.0 ADVANCE PAYMENT:

25.1 Request for advance payment shall not be normally considered. Depending on merit and at the discretion of OIL, advance payment may be agreed at an interest rate of 1% above the prevailing Bank rate (CC rate) of State Bank of India compounding on quarterly basis from the date of payment of the advance till recovery /refund.

25.2 Advance payment if agreed to by the Company shall be paid only against submission of an acceptable Bank Guarantee whose value should be equivalent to the amount of advance plus the amount of interest estimated by OIL on the basis of contractual delivery period.

25.3 Bank Guarantee shall be valid for 3 months beyond the delivery period incorporated in the order and same shall be invoked in the event of Seller's failure to execute the order within the stipulated delivery period.

- 25.4 In the event of any extension to the delivery date, seller shall enhance the value of the bank guarantee to cover the interest for the extended period and also shall extend the validity of bank guarantee accordingly.

26.0 CONFIDENTIAL INFORMATION :

- 26.1 The Bidder / Seller shall treat as confidential all designs, drawings, data or information written or verbal, supplied by OIL and shall use its best endeavors to ensure that such design, drawings, data or information is not divulged to any third party except with the consent of OIL where necessary for the purpose of performance of its obligation hereunder and subject to similar undertakings being obtained from such third parties to treat such design, drawings, data or information in like confidence other than designs, drawings, data or information which at the time of proposed disclosure are within the public knowledge or in the Bidder's/Seller's possession.

27.0 PATENT AND OTHER RIGHTS :

- 27.1 The Bidder/Seller shall fully indemnify OIL against any action, claim or demand, costs and expenses arising from or incurred by reason of any infringement or alleged infringement of any letter, patent, design, trademark or name, copy right or other legally protected rights in respect of any plant, work, materials to be supplied or any arrangement, system or method of using, fixing or working to be employed by the Bidder/Seller.
- 27.2 In the event of any claim or demand being made or action brought against OIL in respect of any of the aforesaid matters, OIL shall notify the Bidder/Seller thereof as soon as possible and Bidder/Seller shall conduct with the assistance of OIL if necessary, but at his own expense, all negotiation for the settlement of such matter and any legal proceeding, litigation/ arbitration involved or which may arise therefrom.

28.0 INDEMNITY AND INSURANCE :

- 28.1 The Bidder/Seller shall defend or hold OIL harmless from all actions, claims, suits and demands made, against either or both of them in respect of injuries to or death of any person including employees of the Bidder/Seller or non-compliance of any statutory/safety requirement.
- 28.2 The Bidder/Seller shall also defend and hold OIL harmless for loss of and damage to property arising from the supply of any goods or materials or the erection, installation repair or operation for a period, of any plant hereunder.

29.0 ASSIGNMENT :

- 29.1 The Bidder/Seller shall not transfer, assign or sublet the consequent Contract or any part thereof without the prior consent in writing from OIL. Any permitted transfer/assignment or subletting shall not relieve the Bidder/Seller of any of his obligations which might have arisen before such permission was given.

30.0 WARRANTY / GUARANTEE :

- 30.1 Goods, materials or plant (s) to be supplied hereunder shall be new, of recent make, of the best quality & workmanship and shall be guaranteed by the Seller for a period mentioned hereunder against defects arising from faulty materials, workmanship or design. Defective goods / materials or parts notified by OIL to the Seller shall be replaced immediately by the Seller on F.O.R destination basis including payment of all taxes and duties at Seller's expense. This guarantee shall survive and hold good notwithstanding inspection, payment for and acceptance of the goods.

<u>NATURE OF ITEMS</u>	<u>PERIOD OF WARRANTY / GUARANTEE</u>
For consumables like Cement, Chemicals, tubulars etc	12 months from the date of despatch/shipment
For Capital Items	18 months from the date of despatch/shipment or 12 months from the date of successful commissioning, whichever is earlier
For other items	18 months from the date of despatch/shipment or 12 months from the date of receipt at destination, whichever is earlier

31.0 DEFAULT IN DELIVERY / LIQUIDATED DAMAGES :

- 31.1 Time will be of the essence of the contract.
- 31.2 In the event of the Seller's default in maintaining the agreed delivery schedule set out in the order, OIL shall have the right to cancel the order at any time after expiry of scheduled delivery date without any reference to the Seller and make alternative arrangement at the discretion of OIL in which case extra expenditure involved, will be recoverable from the Seller and OIL shall not be responsible towards such cancellation or any damage

that may be incurred by the Seller. The decision of OIL shall be final and binding on the Seller.

- 31.3 As an alternative to Clause No. 31.2 above, OIL reserve the right to accept the materials but, the Seller shall be liable to pay liquidated damages @ 0.5% per week or part thereof of the value of the goods in respect of which default in delivery takes place subject to a maximum of 7.5 %. Should there be default on the part of the Seller for more than 15 Weeks from the scheduled date to complete the delivery or to complete the installation/commissioning & Training (wherever applicable) successfully, OIL shall have the right, in addition to the provisions under Clause 31.2 to invoke the Performance Security without causing any notice to the Seller to this effect.

The amount of liquidated damage as stipulated above is a pre-estimated genuine loss as agreed by both the parties and shall be payable without any demur and shall not be open for any dispute whatsoever.

- 31.4 The liquidated damage as agreed by both the parties as a genuine pre-estimated loss shall be payable on Landed Cost of the materials at Duliajan inclusive of all cost to the extent of default (undelivered portion only in cases where part delivery is acceptable) and commissioning at site is not involved.

32.0 FORCE MAJEURE :

- 32.1 In the event of either of the parties being rendered unable, wholly or in part by force majeure to carry out its obligations under the agreement when entered into, it is agreed that on such party giving notice and full particulars of such force majeure in writing or by telegram / telex / fax to other party as soon as possible (within maximum one week), after the occurrence of the cause relied on then the obligations of the party giving such notice with proper documentary evidence so far as they are affected by such force majeure, shall be suspended during the continuance of any inability so caused but for no longer period, and such cause as far as possible be remedied with all reasonable effort.
- 32.2 The term "Force Majeure" as used herein shall mean 'Acts of God' including Landslides, Lightning, Earthquake, Fires, Storms, Floods, declared Wars, Blockades, insurrection, riots, Government regulations etc., which are not within the control of the party claiming suspension of its obligations within the meaning of the above Clause 32.1 and which renders performance of the contract by the said party completely impossible.

33.0 DEFAULT :

- 33.1 In the event of an Contract with the Bidder, if the Bidder/Seller contravenes any of the provisions of the Contract or neglects to carry out his obligations of the Contract, OIL may give notice in writing thereof requiring the Bidder/Seller to remedy the breach within seven days, or within such period as OIL may agree to be reasonable and in the event of Bidder's/Seller's failing to do so, OIL will be at liberty to purchase the goods elsewhere or have the work which the Bidder/Seller has neglected to do, carried out by some other person at the Bidder's/Seller's expense. In such an event OIL shall have the right to terminate the Contract.

34.0 TERMINATION :

- 34.1 In the event of an Contract with the Bidder, OIL shall have the right to terminate the Contract giving 7 days notice or such reasonable time and in this event shall pay to the Bidder/Seller such sum as shall fully compensate the Bidder/Seller for work carried out by them in performance of the Contract prior to such termination.

35.0 APPLICABLE LAW :

The contract arising out of this tender shall be interpreted in accordance with and governed by the laws of India.

36.0 ARBITRATION :

- 36.1 All disputes and differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this Tender and consequent Contract or the breach thereof shall be mutually settled. However, in case no such mutual settlement is arrived at, the matter shall be settled by arbitration in accordance with the provision of arbitration of the Indian Arbitration & Conciliation Act, 1996 and any statutory modification or re-enactment thereof and the Rules made there under and for the time being in force. The venue of arbitration shall be at Kolkata unless otherwise agreed by OIL
- 36.2 In case of dispute with the Seller who happens to be a Public Sector Undertaking, the same shall be resolved as per Department of Public Enterprises (DPE) guidelines.

37.0 BID REJECTION CRITERIA :

The bids must conform to the specifications, terms, and conditions given in the NIT. Bids shall be rejected in case the items offered do not conform to the required minimum / maximum parameters stipulated in the technical specifications and to the respective international /national standards wherever stipulated. Notwithstanding the general conformity of the bids to

the stipulated specifications and terms and conditions, the following requirements shall have to be particularly met by the bidders, without which the offer will be considered as non-responsive and rejected:

- 37.1 Bidders shall offer firm price through delivery and not subject to variation on any account. Bids with adjustable price shall be treated as non responsive and rejected.
- 37.2 Offers with inadequate validity will be rejected.
- 37.3 Bids received after bid closing date and time shall be rejected. Also, modification of Bids received after Bid Closing date/time shall not be considered.
- 37.4 Offers received from unsolicited parties shall not be considered and rejected.
- 37.5 The authenticity of the digital signature shall be verified through authorised CA after bid opening and in case the digital signature is not authorized the bid will be rejected.
- 37.6 Any offer containing incorrect statement will be rejected
- 37.7 Bids without original Bid Security as per Para 8.0 (wherever called for) and confirmation regarding submission of requisite Performance Security as per Para 9.0 (wherever called for) shall be rejected.
- 37.8 The bids shall conform generally to the specifications and terms and conditions given in the tender. Bids shall be liable for rejection in case the goods offered don't conform to the required minimum / maximum parameters stipulated in the technical specifications and to the respective international/National standards wherever stipulated.
- 37.10 Bids not submitted in compliance with Para 6.9 above regarding submission of samples (whenever applicable) will be rejected.

38.0 BID EVALUATION CRITERIA :

- 38.1 Bids which are found to be responsive and meeting the requirement both specification wise and terms and conditions in the enquiry will be considered for final evaluation.
- 38.2 Each item shall be normally evaluated independently unless otherwise stated.

- 38.3 In the event of computational error between unit price and total price, unit price shall prevail and adopted for evaluation.
- 38.4 Similarly, in the event of discrepancy between words and quoted figure, words will prevail.
- 38.5 Preference to Public Sector Undertaking and Small Scale Industries etc. will be given as per prevailing Government Guidelines as applicable on bid closing date.
- 38.6 At the time of evaluation of the offers, past performance of similar equipment supplied by the bidder as well as after-sales service, supply of spares, etc. in respect of such equipment by the concerned bidder will be considered / evaluated. If the same are not found to be satisfactory as already communicated to the bidder, the offer may be considered as unacceptable offer and rejected.
- 38.7 Considering the nature of the item, if the product offered by the lowest acceptable bidder is not field proven in OIL, purchaser at its discretion may place a trial order to the extent of 25% (maximum) only and balance quantity will be procured from other competitive bidders whose product has been field proven in OIL.

39.0 PURCHASE PREFERENCE :

OIL reserves the right to allow to the Central Public Sector Enterprises, purchase preference facilities as admissible under the existing policy. However, the provisions are subject to change as per Govt. Guidelines and the provisions ruling at the time of bid (price bid in case of two bid/stage system) opening will be applicable. Bidders are requested to take a note of the latest guidelines of the Govt. in this regard on their own and quote accordingly.

40.0 COMPARISON OF OFFERS:

- 40.1 Comparison of the bids will be done on total F.O.R. destination cost basis to ascertain the lowest bid. Railway freight in case of bulky consignment (forming rake load) and road freight for others will be considered for arriving at the FOR destination cost.
- 40.2 In case of any conflict between the Rejection/Evaluation criteria stipulated in this Section with that given in the Invitation for Bid against specific Tender, those mentioned in the Invitation for Bid against specific Tender will prevail.

BID SUBMISSION PROFORMA

Tender No :

Oil India Limited

Dear Sirs,

I / We have understood and complied with the “ Instructions to Bidders” at “Bid evaluation / Rejection Criteria” and the “General Terms and Conditions” for supply and have thoroughly examined and complied with the specifications, drawings and / or pattern stipulated hereto and / are fully aware of the nature of the material required and my / our offer is to supply materials strictly in accordance with the requirements.

Yours faithfully,

(SIGNATURE OF BIDDER)

ADDRESS :

DATED :

TELEPHONE NO :

FAX NO :

EMIAL ADDRESS :

Note : This form should be returned along with offer duly signed

ANNEXURE - II

Price Schedule Proforma

-Deleted- not relevant for E-tendering

(Prices are to be quoted as per online format)

PROFORMA EXCEPTION / DEVIATION**EXCEPTION / DEVIATION PROFORMA**

OIL expects the bidders to fully accept the terms and conditions of the bidding documents. However, should the bidder experience some exception and deviations to the terms of the bidding documents, the same should be indicated here and put in unpriced bid. In order to be considered responsive, Bidder's offer must specifically include the following statement :

- (a) We certify that our offer complies with all NIT requirements and specifications without any deviations.

Or

- (b) We certify that our offer complies with all NIT requirements and specifications with the following deviations :

Clause No. of Bidding Document	Full compliance/ not agreed	Exception/ deviations taken by the Bidders	Remark

Signature of the Bidder

Name :

Seal of the company

ANNEXURE - IV

CHECK LIST

THE CHECK LIST MUST BE DULY FILLED UP COMPLETELY AND TO BE SUBMITTED ALONG WITH YOUR OFFER. PLEASE ENSURE THAT ALL THESE POINTS ARE COVERED IN YOUR OFFER. THESE WILL ENSURE THAT YOUR OFFER IS PROPERLY EVALUATED. PLEASE CROSS THE BOX WHICHEVER IS APPLICABLE.

TECHNICAL

1.0 Whether necessary literature/catalogue of the equipment as well as spare parts thereof has been attached with the offer?

☐ Yes ☐ No

2.0 Whether the product quoted is API approved and bears API monogram ? (if applicable)

☐ Yes ☐ No ☐ Not applicable

3.0 Whether required sample asked in bidding document has been submitted along with the offer ?

☐ Yes ☐ No ☐ Not applicable

4.0 If the sample has been asked for and the bidder is exempted from submission of sample, then whether exemption letter has been enclosed with the offer ?

☐ Yes ☐ No ☐ Not applicable

5.0 Whether the materials being offered fully conform to the required technical specifications ?

☐ Yes ☐ No

6.0 If not, whether you have separately highlighted the deviation?

☐ Yes ☐ No

COMMERCIAL

1.1 Whether requisite tender fee has been paid ?

☐ Yes ☐ No ☐ Not applicable ☐

1.2 If so, furnish the following :-

(i) Value

(ii) Mode of payment: ☐ Cheque/ Draft ☐ Cash ☐

2.1 Whether Original Bid Security has been forwarded (if called for) ?

☐ Yes ☐ No ☐ Not applicable ☐

2.2 If so furnish the following:-

(i) Name of the Bank

(ii) Value

(iii) Number

(iv) Date of issue

(v) Period of validity of the Bank Draft/Bank Guarantee/Letter of Credit.

(The validity of Bank Draft should not be less than 180 days).

3.0 In case the Bidder is a supply house, whether authorisation from the manufacturer, authorising him to bid, has been enclosed with the offer ?

☐ Yes ☐ No ☐ Not applicable ☐

4.0 Have you offered firm price?

☐ Yes ☐ No ☐

5.0 Have you specified currency of the quoted price?

☐ Yes ☐ No ☐

6.0 Whether the period of validity of the offer is as required in bidding document?

☐ Yes ☐ No ☐

7.0 Have you indicate firm delivery ?

☐ Yes ☐ No ☐

8.0 Whether Original Bid Security has been forwarded in original (if called for) ?

☐ Yes ☐ No ☐ Not applicable ☐

9.0 Whether confirmation regarding submission of performance Security has been furnished (if called for) ?

☐ Yes ☐ No ☐ Not applicable ☐

10.0 Whether confirmation regarding Gurantee/ warranty has been furnished ?

☐ Yes ☐ No ☐

11.0 Whether Gross Weight / Volume of consignment has been furnished ?

☐ Yes ☐ No ☐

12.0 Whether the cost of Third party Inspection charges included in the quoted prices? If not, whether these have been quoted separately. (if called for)

☐ Yes ☐ No ☐ Not applicable ☐

13.0 Whether the cost of Installation/ erection / Commissioning at Site charges included in the quoted prices? If not, whether these have been quoted separately. (if called for)

☐ Yes ☐ No ☐ Not applicable ☐

14.0. Whether the cost of training of OIL personnel included in the prices? If not, whether these have been quoted separately. (if called for)

☐ Yes ☐ No ☐ Not applicable ☐

15.0 Has the statement incorporating the exceptions/deviations as per the proforma at Annexure – III, been prepared and enclosed with the offer?

☐ ☐

16.0 Has the bidder's past supplies proforma (Annexure – V) been carefully filled and enclosed with the offer ?

☐ ☐

17.0. In case Antidumping Duty is applicable, whether confirmation to bear the Antidumping duty by the Bidder has been made in the Bid.

☐ ☐ ☐

18.0. If the Bidder is seeking business with OIL for the first time, has he given the details of the parties to whom the offered items/services have been provided in past alongwith their performance report ?

☐ ☐

19.0 Whether required sample asked in bidding document has been submitted alongwith the offer ?

☐ ☐ ☐

20.0. Confirm that all documents required in unpriced techno-commercial bid without prices are placed in unpriced folder.

☐ ☐

21.0. Confirm that bid and all documents are signed using valid digital signatures issued by acceptable Certifying Authority (CA) as per Indian IT Act 2000.

☐ ☐

22.0 Whether firm Ex-works and FOR destination prices have been quoted by indigenous bidders

☐ Yes ☐ No ☐

23.0 Whether a copy of latest income tax clearance certificate has been enclosed ?

☐ Yes ☐ No ☐ Not applicable ☐

24.0 Whether details of your registration under Sale Tax/Central Sales Tax have been indicated in the offer?

☐ Yes ☐ No ☐

Offer Ref Dated
OIL's Tender No. Signed
For & on behalf ofDesignation

ANNEXURE - V

PROFORMA IF BIDDER'S PAST SUPPLIES

SL.NO	NAME & ADDRESS OF CLIENT	ORDER NO. & DATE	DESCRIPTION DETAILS	TOTAL QUANTITY ORDERED	TOTAL QUANTITY SUPPLIED SUCCESSFULLY

NOTE :- CERTIFICATE FROM CLIENTS TO BE ENCLOSED ALONGWITH THIS
PROFORMA

Signature of the Bidder

Name_ _____

Seal of the Company

ANNEXURE - VI

PROFORMA OF AUTHORISATION LETTER FOR ATTENDING TENDER OPENING

NO.

Date

To,

The
Oil India Ltd.,

(India)

Dear Sir,

Subject : **Tender No.** **due on**

For _____ Mr _____ has been
authorised to be present at the time of opening of above tender due on
at _____ on my/our behalf.

Yours faithfully

Signature of Bidder

Name:
Designation :
For & on behalf of :

Copy to: Mr _____ for information and for production before the _____ (MM)
at the time of opening of bids.

PROFORMA OF BID SECURITY

Ref. No

Bank Guarantee No

Dated

TO,

OIL INDIA LIMITED
4, INDIA EXCHANGE PLACE
4TH FLOOR, KOLKATA 700001
WEST BENGAL, INDIA

Whereas (herein after called 'the Bidder') has submitted their Bid No. dated. against OIL INDIA LIMITED, KOLKATA, WEST BENGAL, INDIA (hereinafter called the purchaser)'s tender No. for the supply of (hereinafter called 'the Bid') KNOW ALL MEN by these presents that we Of having our registered office at (hereinafter called 'the Bank') are bound unto the Purchaser, in the sum of for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

Sealed with the said Bank thisday of
.....

THE CONDITIONS of this obligation are :

1. If the Bidder withdraws their Bid during the period of Bid validity specified by the Bidder, or
2. If the Bidder, having been notified of the acceptance of their bid by the Purchaser during the period of bid validity :
 - a) fails or refuses to accept the order ; or
 - b) fails or refuses to furnish the performance security

We undertake to pay to the Purchaser up to the above amount upon receipt of their first written demand (by way of letter /fax/cable) without the Purchaser having to substantiate their demand, provided that in their demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including ninety (90) days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

Signature & Seal of the Bank

ANNEXURE - VIII

PROFORMA OF PERFORMANCE SECURITY FORM

Ref. No

Bank Guarantee No

Dated

TO,

OIL INDIA LIMITED
4, INDIA EXCHANGE PLACE
4TH FLOOR, KOLKATA 700001
WEST BENGAL, INDIA.

Whereas (herein after called 'the Seller') has undertaken, in
pursuance of Order No. dated.to supply
.....(description of Goods and Services) hereinafter called 'the Contract'.

AND WHEREAS it has been stipulated by you in the said Contract that the seller shall
furnish you a Bank gurantee by a recognized Bank for the sum specified therein as
security for compliance with the Seller's performance obligation in accordance with the
contract.

AND WHEREAS we have agreed to give the seller a Gurantee :

THEREFORE we hereby affirm that we are Gurantors on responsibility to you, on behalf
of the seller, up to a total of(amount of the Gurantee in
words and figures) and we undertake to pay you upon first written demand declaring the
Seller to be in default under the contract and without cavil or argument and sum or sums
within the limits of.(Amount of Gurantee) as aforesaid,
without your needing to prove or to show grounds or reasons for your demand or the sum
specified therein.

The Gurantee is valid until theday of

Signature & Seal of the gurantors

Date

.....
Witness

Name and address of the Gurantors

**DECLARATION CERTIFICATE
BY
THE THIRD PARTY INSPECTOR**

TO WHOM IT MAY CONCERN

This is to certify that following material and quantity offered to us for inspection by M/s has been inspected by us as per the scope of inspection mentioned in OIL INDIA LIMITED'S Order No. Dated. and passed by us for despatch.

Materials :

Quantity Passed :

Certificate No. :
Issued by us.

Date.

Seal

Signature of Third Party Inspector

Name:

Designation :

For & on behalf of :